

RESOLUTION NO. 22-07-71

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2022-2023 (YEAR FOUR) CONTRACT PRICING; AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 19-08-60, approving a contract (the "Contract") between the Village, the Monroe County Sheriff's Office (the "MCSO"), and the Monroe County Board of County Commissioners (the "BOCC") for local police services for a five (5) year term commencing October 1, 2019 and ending September 30, 2024; and

WHEREAS, the Village Council adopted Resolution No. 20-07-58 on July 16, 2020, approving a First Amendment to the Contract to reflect Year Two contract pricing effective for FY 2020-2021 beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, the Village Council adopted Resolution No. 21-08-71 on August 19, 2021, approving a Second Amendment to the Contract to reflect Year Three contract pricing effective for FY 2021-2022 beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, Section 21.1 of the Contract requires that the Village and the MCSO negotiate payment for the fourth year ("Year Four") of the Contract term and amend the Contract to reflect the Year Four contract price; and

WHEREAS, the Village and the MCSO desire to enter into a Third Amendment to the Contract to provide for a Contract price for Year Four, commencing October 1, 2022 through September 30, 2023; and

WHEREAS, the Village Council finds that approval of the Third Amendment to the Contract for local police services is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approving Third Amendment to Contract. The Village Council hereby approves the Third Amendment to the Contract for Local Police Services between the MCSO, BOCC, and the Village, a copy of which is attached as Attachment "A" hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Third Amendment. The Mayor is authorized to execute the Third Amendment on behalf of the Village, and to execute any required agreements and/or documents to implement the terms and conditions of the Third Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Third Amendment.

Section 5. Authorization of Village Officials. The Village Manager or designee is authorized to take all actions necessary to implement the terms and conditions of this Resolution and the Third Amendment.

Section 6. Effective Date. This resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman David Webb, second by Councilman Buddy Pinder.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

| | |
|---------------------------------|-----|
| Mayor Pete Bacheler | YES |
| Vice Mayor Henry Rosenthal | YES |
| Councilman Mark Gregg | YES |
| Councilman Joseph B. Pinder III | YES |
| Councilman David Webb | YES |

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2022.



PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY



ACTING VILLAGE ATTORNEY

THIRD AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This Third Amendment to Contract for Local Police Services between Islamorada, Village of Islands, Monroe County Sheriff's Office, and Monroe County, is made and entered into as of the date last written below by and between Islamorada, Village of Islands, Florida, a municipal corporation of the State of Florida (the "Village"), Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, and Monroe County, a political subdivision of the State of Florida ("County").

WITNESSETH

WHEREAS, In October 2019 the Village entered into a five year Contract for the provision of Local Police Services with MCSO and County (the "Contract"), a copy of which is attached as Exhibit "1," and

WHEREAS, pursuant to Section 21.1 of the Contract, compensation for Local Police Services for each fiscal year shall be set by amendment to the Contract, and

WHEREAS, the Village desires to amend the Contract to set the compensation for Fiscal Year 2022-2023 (the "Third Amendment").

NOW THEREFORE, in consideration of the mutual covenants set forth in this Third Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. Paragraphs 18.1, 18.2, and 18.3 of the Contract are hereby deleted and replaced with the following:

18. COMPENSATION.

18.1 Village agrees to pay the sum of \$2,650,149.00 (Two Million Six Hundred Fifty Thousand One Hundred Forty Nine) Dollars for services, equipment and supplies provided during the fourth year of this Contract (10/1/2022-9/30/2023). This sum is referred to as the "Contract Price."

18.2 An analysis of the cost is provided on Exhibit "A-2023" attached hereto. Care has been taken to include in Exhibit "A-2023" all personnel cost and every item of equipment and supply necessary to provide services called for in the Contract, including those provided

under Section 5 herein. However, any cost item not listed on Exhibit "A-2023" or provided at no cost pursuant to Section 5 of this Contract will be itemized and billed separately to Village.

18.3 Village shall include the total cost shown on Exhibit "A-2023" in the Islamorada municipal budget for FY 2022-2023 and make timely provision to secure the funds necessary to fund the contract. Village will pay 2/12 of the total contract price to the Clerk of Court no later than October 26, 2022 and thereafter Village will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid. Notwithstanding the preceding sentence, Village's monthly prorated payment shall be based upon the Contract Price in effect for each fiscal year of the term.

Section 2. Fourth Year Payment Terms. Exhibit "A-2022" of the Contract is replaced in their entirety with replacement Exhibit "A-2023" dated May 20, 2022, attached. All references to Exhibit "A" in the Contract shall be from October 1, 2022 forward refer to the replacement Exhibit "A-2023".

Section 3. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Third Amendment upon the terms and conditions above stated on the day and year last below written.

SIGNATURE PAGE FOLLOWS

VILLAGE:

By: _____

Mayor

Date: 7/20/22

Attest:

By: _____

Village Clerk

Date: 7/20/22

Approved as to form and legal sufficiency for the
Use and benefit of Islamorada, Village of Islands:

By: _____

Village Attorney

Date: 7/20/22

MONROE COUNTY SHERIFF'S OFFICE:

By: _____

Richard A. Ramsay, Sheriff

Date: 07/21/22

Monroe County Sheriff's Office
Approved as to form

By: _____

Patrick McCullah, General Counsel

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____

Mayor/Chairman

Date: _____

August 17, 2022

Attest: Kevin Madok, Clerk of Court

By: _____

As Deputy Clerk

Date: _____

August 17, 2022

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date: _____

FILED & RECORDED
2022 SEP 15 PM 1:14
CLERK OF CIR. CT.
MONROE COUNTY, FL.

Exhibit A-2023

20-May-22

Updated by: Lisa Knowles - 4/5/22 v2
BUDGET - ISLAMORADA
2 YEAR COMPARISON FOR FYE 2022 TO FYE 2023

| | ADOPTED BUDGET FYE 2022 | PROPOSED BUDGET FYE 2023 | DIFFERENCE + OR (-) |
|---------------------------------|-------------------------------|--------------------------------|------------------------|
| PERSONNEL SERVICES | | | |
| Headcount | 18.0 | 18.0 | - |
| Executive Salary | - | - | - |
| Regular Salaries | 1,340,927 | 1,455,836 | 114,909 |
| Overtime | 88,555 | 73,354 | 4,798 |
| Incentive | 14,160 | 13,439 | (720) |
| Employer Taxes | 108,909 | 118,011 | 9,103 |
| Retirement Contribution | 351,042 | 409,668 | 58,626 |
| Life & Health Insurance | 2,000 | 2,000 | - |
| Unemployment Compensation | - | - | - |
| Total Personnel Services | 1,885,591 | 2,072,309 | 186,717 |
| OPERATING EXPENSES | | | |
| Expenses Other Than Salaries | - | - | - |
| Professional Services | 4,750 | 4,750 | - |
| Other Contractual Services | - | - | - |
| Investigations | - | - | - |
| Travel & Per Diem | 1,500 | 1,500 | - |
| Communications | 9,500 | 9,500 | - |
| Freight & Postage | 100 | 100 | - |
| Utility Services | - | - | - |
| Rentals | - | - | - |
| Insurance | 34,600 | 34,600 | - |
| Repairs & Maintenance | 71,391 | 71,391 | - |
| Printing | - | - | - |
| Advertising | - | - | - |
| Office Supplies | 2,050 | 2,050 | - |
| Operating Supplies | 12,185 | 12,185 | - |
| Books/Subscriptions/Memberships | 1,000 | 1,000 | - |
| Tuition | - | - | - |
| Training | 2,000 | 2,000 | - |
| Total Operating Expenses | 139,076 | 139,076 | - |
| CAPITAL OUTLAY | | | |
| Other Building Improvements | - | - | - |
| Automobiles/Machinery/Equip. | 94,169 | 144,169 | 50,000 |
| Total Capital Outlay | 94,169 | 144,169 | 50,000 |
| OTHER USES | | | |
| Aids to Government Agencies | - | - | - |
| Aids to Private Organizations | - | - | - |
| Intragovernmental Transfers | - | - | - |
| Total Other Uses | - | - | - |
| TOTAL SHERIFF'S BUDGET | 2,118,836 | 2,355,554 | 236,717 |
| COUNTY COSTS:* | | | |
| - Health Insurances | 238,103 | 248,003 | 9,899 |
| - Worker's Compensation | 44,924 | 46,593 | 1,669 |
| - County Allocation | - | - | - |
| Total County Expenses | 283,027 | 294,596 | 11,568 |
| *Estimates | | | |
| TOTAL BUDGET | 2,401,864 | 2,650,149 | 248,285 |

Exhibit 1

CONTRACT FOR LOCAL POLICE SERVICES
Between
MONROE COUNTY SHERIFF'S OFFICE
And
ISLAMORADA, VILLAGE OF ISLANDS
FY 2019-2024

1. Purpose.

- 1.1 This is an agreement between Islamorada, Village of Islands ("the Village") a Florida municipality, the Monroe County Sheriff's Office ("MCSO") a subdivision of the State of Florida, and Monroe County a political subdivision of the State of Florida ("County"). The parties have herein agreed that the Village will purchase, and MCSO will provide, local law enforcement services to Islamorada in addition to the regional police services provided to the residents of the unincorporated areas of Monroe County. The County as fiscal authority shall provide the appropriate budget allocation for the MCSO and receive payments from the Village. This Contract states the terms of the agreement between the parties.

2. Parties/Notice.

- 2.1 The parties to this Contract are County the Village and MCSO. Any and all communications required to be provided shall be directed to the parties as follows:

Islamorada, Village of Islands
Seth Lawless
Village Manager

86800 Overseas Highway
Islamorada, Florida 33036
Telephone: (305) 664-6460
Facsimile: (305) 664-6464

Monroe County Sheriff's Office
Richard A. Ramsay
5525 College Road
Key West, Florida 33040
Telephone (305) 292-7001
Facsimile: (305) 292-7070

Monroe County
County Administrator Roman Gastesi
1100 Simonton Street
Key West, Florida 33040
(305) 292-4441
(305) 292-4544

3. Term.

- 3.1 The term of this Contract is for a period of five (5) years, beginning on October 1, 2019 and ending September 30, 2024.

4. Termination and Remedies.

- 4.1 In the event that either party breaches a material term or condition of this Contract, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 4.2 Either party may terminate this Contract at any time by giving written notice of at least one (1) year prior to the effective date of termination. In the event that this Contract is terminated for convenience, compensation shall remain at the agreed upon amount provided herein. Should the termination period extend into a new fiscal year, the terms of compensation shall be made in accordance with Section 21.1.
- 4.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Contract. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

5. Scope of Purchased Services.

- 5.1 MCSO shall provide professional police road patrol services throughout (the "Services") Village. Services shall be provided by a contingent (the Islamorada District) consisting of:

One (1) Captain who serves as Village Police Chief;

One (1) Lieutenant;

Four (4) sergeants;

Ten (10) contract deputies, who shall serve as road patrol officers, marine officers and general case detectives; and

Additionally, MCSO shall provide, at no cost to the Village, two (2) regionally funded road patrol deputies with regional responsibilities.

- 5.2 Road patrol services shall be provided 24-hours per day on every day of the term of the Contract. The Islamorada District Captain, in close cooperation with the Village Manager (the "Manager,") shall plan schedules for the Islamorada District. The Captain will provide the Manager with the planned schedule and monthly reports containing the names, hours worked by every member of the Islamorada District as well as a general activity breakdown of incidents and activity occurring in Islamorada during the reporting period.
- 5.3 The staffing plan for this Contract is designed to utilize the proper number of officers to maintain shift coverage considering planned and unplanned absences due to injury, illness, vacation, training and family medical leave. The staffing schedule shall be determined by the Manager in coordination with the Islamorada District Captain. The Captain shall make all reasonable efforts to coordinate training, sick leave, annual leave and administrative leave, to provide optimum services to Islamorada. If, despite these efforts, a shift remains unfilled or falls below minimal staffing levels, the Captain shall notify the Manager. The Manager may choose to fill any vacant position by either of the following methods:
 - a. Request that an officer from inside the Islamorada District be assigned to work on an overtime basis. In this case, the Village shall pay officer's tour of duty.
 - b. Request that an officer from outside the Islamorada District be hired to work on a special detail. In this case, the Village shall pay the prevailing special detail rate under the same terms and conditions as special details are offered to the public.
- 5.4 Canine Unit. At anytime during this Contract, the Village may elect to have canine unit in order to enhance the services provided herein. To this end, the Manager, through the District Captain, may authorize the use of a canine unit, with the actual costs to be borne by the Village and the Village shall reimburse MCSO should the canine unit costs exceed the budgeted amounts specified in this Contract.

6. Overtime/Off Duty Details.

- 6.1 In addition, the parties recognize that a law enforcement agency requires flexibility in order to meet its obligations to the public. The Village hosts several special events each year for which supplemental law enforcement personnel are needed, as well as other instances when the Village may wish to enhance services to address a particular issue or to provide adequate patrol staffing levels. To this end, the Manager, through the District Captain, may authorize the use of paid overtime hours based on actual personnel costs to provide for this enhancement of service. The cost of these overtime hours will be borne by the Village and the Village shall reimburse MCSO should the overtime hours exceed the normally budgeted overtime figure specified in this Contract.
- 6.2 Nothing in this Contract shall require MCSO to take any action contrary to any collective bargaining agreement to which MCSO is a party, to the collective bargaining rights of any MCSO employee, or federal, state, or local employment or civil rights law.
- 6.3 The Captain or his designee shall attend the Manager's weekly staff meetings and such other meetings as the Manager shall reasonably request, e.g. those of the Village Council.

7. Additional Services.

- 7.1 MCSO shall provide such professional police services which shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by municipal police departments and the Office of the Sheriff of Monroe County, in accordance with the Charter of Islamorada, Village of Islands and with Florida Statutes. MCSO shall also provide the following services to the Village at no additional charge or expense, on the same basis as they are provided to all residents of Monroe County who pay County-wide taxes for these services.
 - a. Aviation / Air trauma transport
 - b. Mobile Command Post
 - c. Bailiffs and other court personnel
 - d. Bomb squad
 - e. Civil process services
 - f. Crime scene investigative / processing services
 - g. Crime Analyst services
 - h. Dive team services
 - i. Finance services
 - j. Hostage negotiation services
 - k. Human resources services

- l. Information technology
- m. Internal investigations
- n. Juvenile offender diversion services
- o. Major crimes detectives and investigative services, including homicide, arson, sexual crimes, child abuse and neglect, narcotics and coordination of regional, statewide and national investigations and all other investigations as outlined in MCSO policy.
- p. Neighborhood and business Crime Watch services
- q. Police canine services (if available)
- r. Police dispatch, including 911 services
- s. Police legal advisor
- t. Prisoner detention and transport
- u. Property and evidence processing and storage
- v. Public Information Officer services
- w. Records and data entry functions for all MCSO records, including traffic tickets
- x. School Resource Officers and DARE instructors
- y. SWAT team services
- z. Traffic enforcement unit services
- aa. Training
- bb. Field Force Unit

8. Assignment of Personnel and Selection of District Captain.

- 8.1 MCSO recognizes the desire of the Village that the Islamorada District be composed of officers who are well acquainted with the Village and its residents and with whom the residents can establish face-to-face rapport and long-term relationships. The Village recognizes the obligation of MCSO to treat all officers fairly concerning request for transfer and career advancement, and to maintain order and discipline. MCSO shall endeavor to establish and maintain a stable contingent of officers in the Islamorada District.
- 8.2 The Village Manager shall play an integral part in the selection of officers for assignment to and promotion within the Islamorada District. The Manager shall be afforded the opportunity to review personnel records, training records and disciplinary records of those officers assigned to or requesting assignment to the Islamorada District and shall be a member of their selection and promotional boards.
- 8.3 In addition MCSO shall make every effort to keep budgeted Contract positions in the Islamorada District staffed and, when a vacancy does occur, will seek to fill that vacancy as expeditiously as possible in compliance with MCSO's guidelines, hiring and promotional policy, procedures and practices, as well as complying with any collective

bargaining agreements applicable to said positions, provided that such vacancy shall be filled within 60 days.

9. Procedure for Selection of District Captain and Lieutenant.

9.1 Should the need arise for the selection of a District Captain or Lieutenant, the selection procedure is as follows:

- a. The Village Manager and MCSO shall jointly evaluate all preliminary candidates for consideration for District Captain and Lieutenant. In keeping with the terms outlined in Section 8.1 herein, the Village Manager shall have the opportunity to participate in the process whereby MCSO determines the list of qualified applicants from which the Sheriff shall make his selection for District Captain and Lieutenant in consultation with the Village Manager.
- b. MCSO shall present to the Manager a list of at least three and no more than, five qualified applicants who, in accordance with MCSO policy, are qualified to serve in the desired capacity. The names of these officers, together with their personnel files, training records, and disciplinary records will be provided to the Manager for review. The personnel files of any MCSO officer shall be made available upon request for review by the Manager.
- c. The Manager may interview each candidate, separately or together. Each candidate must be given comparable opportunities for interviews and presentations.
- d. MCSO shall appoint the candidate selected by the Sheriff, in consultation with the Village Manager, to fill the vacancy in compliance with MCSO promotional policy.

10. Complaints Regarding Officers.

10.1 MCSO is committed to maintaining a high standard of conduct and professionalism for its officers. Complaints regarding officers shall be promptly and thoroughly investigated by MCSO. Elected officials and employees of Islamorada shall not undertake investigations of any MCSO personnel. Any complaint against an officer in the Islamorada District must be directed to the Captain. The Captain shall inform the Manager of the nature of the complaint, advise the Manager of action taken and provide a written report of the investigation and resolution of the matter upon completion. If the complaint concerns the Captain, the Manager may take the matter directly to the Undersheriff.

11. Responsibility for Ultimate Control.

- 11.1 The Village understands, acknowledges and agrees that MCSO must, at all times, have and maintain the sole responsibility for, and control of all services hereunder, including without limitation, the establishment of standards of performance and conduct, hiring, promotion, discipline and termination, labor relations, as well as all other matters necessary or incidental to the performance of such services.
- 11.2 Consistent with the Islamorada Charter, no elected official or employee of Islamorada may direct the actions of any officers of the Islamorada District. Direction from Islamorada to members of the Islamorada District shall be given by and through the Manager to and through the District Captain in accordance with the terms of the Contract.

12. MCSO Responsibilities.

- 12.1 MCSO shall work together with Islamorada to direct police services to meet the expressed needs of the residents of Islamorada. The Captain shall meet with the Manager frequently to learn of community concerns and shall work closely with the Manager to devise plans and methods best suited to respond to those concerns. The Captain shall be a member of the Manager's Senior Management Team.

13. Officers not Employees or Agents of Islamorada Village of Islands.

- 13.1 All officers and other personnel employed by MCSO to perform services under this Contract are and shall remain in the sole employment of MCSO and no such person shall be considered in the employ of Islamorada for the purpose of any pension, insurance, civil service, workers' compensation pay or other benefit. MCSO officers are not agents or employees of Islamorada, and will not have the authority to enter into agreements or make policy on behalf of Islamorada. Accordingly, the Village shall not be called upon to assume or share any liability or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statute, or any other amenities of employment to any Monroe County personnel performing services, duties and responsibilities pursuant to this Contract.

14. Enforcement of Municipal Ordinances.

- 14.1 Islamorada does hereby vest in each sworn officer of MCSO who, from time to time, may be assigned to the Islamorada District of MCSO, to the extent allowed by law, the police powers of Islamorada which are necessary to implement and carry forth the services, duties and

responsibilities imposed upon MCSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Each sworn officer of MCSO so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn officer of Islamorada while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Contract. Accordingly, such sworn officers of MCSO are hereby vested with the power to enforce the ordinances of Islamorada, to make arrest incident to the enforcement thereof and to do such other things and perform such other acts as a necessary with respect thereto:

- 14.2 Islamorada agrees to provide the Captain, the Undersheriff and MCSO General Counsel the text of proposed ordinances in time sufficient for review and discussion with the Manager. MCSO will provide the Manager advice from a practical law enforcement perspective concerning any proposed criminal ordinance and whether MCSO can enforce the ordinance prior to the Village's adoption of the draft regulations.

15. Legal Claims, Notices of Suit and Lawsuits.

- 15.1 The parties shall provide each other with complete and prompt notification of any legal claim, notice of suit, or lawsuit that involves the provision of services hereunder, and shall cooperate in the mutual defense of any such claim.

16. Uniforms and Marking of Patrol Vehicles and Vessels.

- 16.1 MCSO shall ensure that every member of the Islamorada District is provided with a fully equipped marked patrol vehicle, as well as uniforms. Personnel assigned to Islamorada shall be provided uniforms consistent with those uniforms issued to other MCSO uniform personnel including specialty uniforms for marine and bicycle patrol with the following exception. In lieu of the standard MCSO deputy patch, officers assigned to the Islamorada District will wear a patch on the left shoulder depicting the Islamorada, Village of Islands Official Village Seal .

17. Records/ Inspection/Audit.

- 17.1 MCSO shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Contract. All of these records shall be retained by MCSO for a minimum of five (5) years from the date of termination or expiration of

this Contract. MCSO shall maintain accounting records on expenditures under this Contract in accordance with generally accepted accounting standards, generally accepted government accounting standards, MCSO policies and procedures, state retention schedules and other applicable standards.

- 17.2 The Village Manager, or his or her designee, may inspect and audit the records upon reasonable notice to MCSO. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.
- 17.3 MCSO shall provide access to the Village Manager or his, or her, designee to the records during regular business hours. MCSO agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Village to ensure compliance with applicable accounting and financial standards.

18. Compensation.

- 18.1 Islamorada agrees to pay the sum of \$2,166,947.00 Two Million One Hundred Sixty Six Thousand Nine Hundred Forty Seven dollars) for services, equipment and supplies provided during the first year of this Contract (10/1/2019–9/30/2020). This sum is referred to as the “Contract Price.”
- 18.2 An analysis of the cost is provided on Exhibit “A-2019” attached hereto. Care has been taken to include in Exhibit “A-2019” all personnel cost and every item of equipment and supply necessary to provide services called for in this Contract, including those provided under Section 5 herein. However, any cost item not listed on Exhibit “A-2019” or provided at no cost pursuant to Section 5 of this Contract will be itemized and billed separately to Islamorada.
- 18.3 Islamorada shall include the total cost shown on Exhibit “A-2019” in the Islamorada municipal budget for fiscal year 2019-2020 and make timely provision to secure the funds necessary to fund the Contract. Islamorada will pay 2 /12 of the total contract price to the Monroe County Clerk of Court no later than October 26, 2019 and thereafter Islamorada will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid.
- 18.4 MCSO will provide a fully marked and properly equipped police vehicle for each member of the Islamorada District. Islamorada will pay all monthly vehicle lease costs to MCSO and will pay for fuel, maintenance and other operating costs actually incurred by the County on the Village’s behalf, as outlined in this Contract.

- 18.5 Vehicles currently assigned to the Village by the Sheriff's Office shall be amortized over a five-year replacement cycle. At the end of each replacement cycle, the Village shall have the option, in its sole discretion, to take title to the vehicles.
- 18.6 The Village shall have the right to participate in MCSO's periodic vehicle fleet review in connection with any vehicles to be acquired or replaced for use within the Islamorada District, in order to select the type of vehicles to be used, including the use of patrol cruisers, SUVs, hybrids, etc., in accordance with MCSO vehicle specifications.
- 18.7 At the sole discretion of the Village, the Village may elect to purchase vehicles directly using MCSO vehicles specifications, as they may change from time-to-time. If the Village so elects to purchase the vehicles, the Village will notify MCSO in order for MCSO and the Village to coordinate the transition of the existing vehicles with the Village for the following fiscal year. If the Village elects to directly purchase these vehicles, the title for these vehicles purchased by the Village will be subsequently transferred to MCSO for the sum of one dollar for each and for the duration of the Contract. The Village will pay for any fuel, maintenance and other operating costs actually incurred by the County on the Village's behalf, as outlined in this Contract. After expiration or termination of the Contract, and if there is no renewal of the Contract, MCSO agrees to transfer title to all vehicles originally purchased with Village funds back to the Village for the sum of one dollar for each and provide the Village with copies of all current maintenance records. The sale of these vehicles back to the Village will be phased in during the transition period as provided in Article 25. MCSO will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Contract. In the event that a vehicle that was originally purchased with Village funds and subsequently titled to MCSO is damaged beyond repair or "totaled" according to MCSO criteria, such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition. Furthermore, these vehicles that were originally purchased with Village funds and subsequently titled to MCSO will be retired according to MCSO policies. The Village will be responsible for replacing these vehicles as they are retired. MCSO will notify the Village of the number of vehicles anticipated for retirement. Retired vehicles will be transferred back to the Village for the sum of one dollar for each vehicle.

19. **Cost Reports and Cost /Contract Price Options.**

19.1 MCSO shall provide Islamorada monthly financial reports including ADP payroll reports detailing all cost incurred by MCSO to provide services under this Contract.

19.2 If incurred costs equal ninety-five per cent (95%) of the total cost recited in this Contract, then:

- a. MCSO may stop providing any of the services in order not to exceed the contract price or Islamorada may issue a written commitment to MCSO to pay for continuation of services as agreed to by Islamorada and MCSO.

20. Year –End Reconciliation.

20.1 At the end of each fiscal year, incurred costs shall be reconciled with total payments made by Islamorada. MCSO external auditors will determine the final balance. If incurred costs exceed total payments, Islamorada will reimburse MCSO for the excess cost. If total payments exceed incurred costs, MCSO shall reimburse Islamorada for the excess payment amount. This reconciliation shall include both MCSO and County cost portions of the annual budget.

21. Future Year Pricing.

21.1 Islamorada and MCSO shall negotiate payment for the second, third, fourth and fifth years of the Term of this Contract in time sufficient for preparation of budgets and tax rolls. When agreement is reached, the Manager shall prepare a memorandum stating the new terms and acknowledging Islamorada's acceptance of them. An amendment of this Contract signed by the parties shall be sufficient to amend the financial terms of this Contract, subject to all required approvals by the governing bodies of the parties to this Contract.

21.2 If the parties are unable to agree on payments for future years on a timely basis, this Contract will terminate on September 30th of the current Contract year by written notice.

22. Traffic Fines and Forfeitures.

22.1 The parties acknowledge the Village's entitlement to fines and forfeitures pursuant to Florida Statutes §318.21, as amended from time to time.

23. Florida Contraband Forfeiture Act Proceeds.

23.1 The parties shall determine an equitable share for the Village of proceeds of any forfeiture pursuant to the Florida Contraband Forfeiture Act in cases involving the participation of officers assigned to the Islamorada District. This share shall be based upon the ratio that the Islamorada District's participation bears to the participation of all law enforcement agencies participating in the criminal case, seizure and subsequent forfeiture. This share shall be deposited by MCSO into the Sheriff's Law Enforcement Trust Fund for the Sheriff's use in Islamorada. Islamorada may apply to the Sheriff for the use of such funds consistent with the limitations of the Contraband Forfeiture Act. The Sheriff agrees to submit such request to the Monroe County Board of County Commissioners for appropriation, and upon appropriation, will use the funds for the intended purpose.

23.2 The parties agree that the decision to use or dispose of personal or real property, or currency, seized within Islamorada shall be in the sole discretion of MCSO. If MCSO elects to use seized personal property outside of Islamorada or to sell seized real estate within Islamorada, MCSO shall allocate funds to the Law Enforcement Trust Fund in amount to Islamorada's equitable share of the market value of the property less liens, mortgages, encumbrances and cost to MCSO for the seizure and forfeiture. In both cases the allocated share shall be earmarked for use by MCSO within Islamorada.

23.3 MCSO will make every possible good faith effort to provide the Village with periodic reports detailing all pending forfeiture or seizure cases within the Village, the status of such cases, and all real and personal property, and currency or funds forfeited or seized.

24. Indemnification.

The Village, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either MCSO or Village, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

MCSO, as a sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the City or MCSO, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall

be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

25. Transition.

25.1 In the event of the termination or expiration of this Contract, MCSO and the Village shall cooperate in good faith in order to effectuate a smooth and harmonious transition and to maintain during the transition period, the same high quality of police protection prescribed by this Contract for the residents, businesses and visitors of the Village.

25.2 Upon the termination or expiration of this Contract, the transition period shall be no less than 12 months.

25.3 Upon completion of the transition period and in the further event that the Village is unable to provide the same level of local police protection through its own police force at the time of the termination or expiration, the term of this Contract shall be extended upon the written request of the Village Manager in 90 day increments or until the Village is capable of rendering the police service.

25.4 The compensation to be paid to MCSO during the phase-out period shall be a pro-rated at the time of termination or expiration, and shall be in an amount agreed to by the parties.

26. Station Facilities and Office Expenses.

26.1 The Village shall provide station facilities for the Islamorada District to operate. The Village shall provide a qualified civilian administrative assistant employed by Islamorada to assist the District Captain. When not engaged in performing the work of the Islamorada District, the administrative assistant shall perform other duties as directed by and for Islamorada. MCSO personnel will be responsible for the entry of traffic ticket data.

27. Law Enforcement Educational Assessments.

27.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for Islamorada pursuant to Section 943.25 Florida Statute shall be assigned to and / or specifically allocated to the Islamorada District and used by the Islamorada District for law enforcement education and training purposes authorized by statute.

28. Mutual Aid.

28.1 The parties recognize their obligation to provide emergency assistance to other jurisdictions (including without limitations the Cities of Key West, Marathon, Key Colony Beach, Layton, the Ocean Reef Public Safety District, unincorporated Monroe County and any municipalities incorporated in Monroe County after the effective date of this contract) pursuant to the Florida Mutual Aid Act and in the event of a catastrophe. MCSO may direct Islamorada District officers to render aid in either case in a manner consistent with the deployment by MCSO of other MCSO officers without financial set-off or deduction by the Village, provided that such deployment does not exceed 24 hours. Should MCSO's deployment of Islamorada District officers to other jurisdictions exceed 24 hours, the Village shall be given a credit for such officers' actual personnel costs. Should MCSO bring in officers from other jurisdictions to render emergency or catastrophe assistance to the Village, and such deployment exceeds 24 hours, then MCSO shall invoice the Village for such officers' actual personnel costs. The Manager shall be given all possible notice of such a deployment and written reports of the actions of officers so deployed.

29. Paragraph Headings Not Dispositive.

29.1 The parties agree that the headings given the paragraphs and other subdivisions of this Contract are for ease of reference only and are not dispositive in the interpretation of Contract language.

30. No Presumption Against Drafter.

30.1 The parties agree that this Contract has been freely negotiated by both parties, and that in any dispute over the meaning, interpretation, validity or enforceability of this Contract or any of its terms or provisions, there shall be no presumption whatsoever against either party by virtue of their having drafted this Contract or any portion thereto.

31. Entire Agreement/Modification/Amendment.

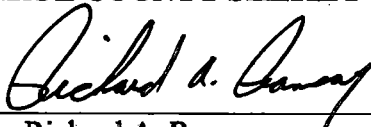
31.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

31.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

31.3 This Contract may be modified at anytime during the term of mutual written consent of both parties.

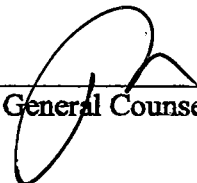
IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

MONROE COUNTY SHERIFF'S OFFICE

By: 
Richard A. Ramsay

Date Executed: 08/15/19

**MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM**

By: 
General Counsel

**ISLAMORADA, VILLAGE OF ISLANDS,
A Florida Municipal Corporation**

By: 
Mayor

Date Executed: 8/9/19

ATTEST:

By: Kelley S. Jobb
Village Clerk

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS

By: [Signature]
Village Attorney

CLERK CIR. CT.
MONROE COUNTY, FL

FILED FOR RECORD
2019 OCT 22 AM 8:35

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Sylvia J. Murphy
Mayor/Chairman

Date: September 18, 2019


Attest: , Kevin Madok Clerk of Court

By: 
Deputy Clerk

Date: September 18, 2019

(SEAL)

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: 
County Attorney

Date: 10/14/19

EXHIBIT A-2019

03-Jul-19

Updated by: Lisa Knowles - 4/9/19 v3
BUDGET - ISLAMORADA
2 YEAR COMPARISON FOR FYE 2019 TO FYE 2020

| | ADOPTED BUDGET FYE 2019 | PROPOSED BUDGET FYE 2020 | DIFFERENCE + OR (-) |
|----------------------------------|-------------------------------|--------------------------------|------------------------|
| <u>PERSONNEL SERVICES</u> | | | |
| Headcount | 16.0 | 16.0 | - |
| Executive Salary | - | - | - |
| Regular Salaries | 1,144,247 | 1,195,228 | 50,981 |
| Overtime | 62,779 | 66,784 | 4,005 |
| Incentive | 11,880 | 10,440 | (1,440) |
| Employer Taxes | 93,246 | 97,343 | 4,096 |
| Retirement Contribution | 284,536 | 320,369 | 35,833 |
| Life & Health Insurance | 2,000 | 2,000 | - |
| Unemployment Compensation | - | - | - |
| Total Personnel Services | 1,598,688 | 1,692,164 | 93,476 |
| <u>OPERATING EXPENSES</u> | | | |
| Expenses Other Than Salaries | - | - | - |
| Professional Services | 4,750 | 4,750 | - |
| Other Contractual Services | - | - | - |
| Investigations | - | - | - |
| Travel & Per Diem | 1,500 | 1,500 | - |
| Communications | 9,500 | 9,500 | - |
| Freight & Postage | 100 | 100 | - |
| Utility Services | - | - | - |
| Rentals | - | - | - |
| Insurance | 34,600 | 34,600 | - |
| Repairs & Maintenance | 64,791 | 64,791 | - |
| Printing | - | - | - |
| Advertising | - | - | - |
| Office Supplies | 2,050 | 2,050 | - |
| Operating Supplies | 12,185 | 12,185 | - |
| Books/Subscriptions/Memberships | 1,000 | 1,000 | - |
| Tuition | - | - | - |
| Training | 2,000 | 2,000 | - |
| Total Operating Expenses | 132,476 | 132,476 | - |
| <u>CAPITAL OUTLAY</u> | | | |
| Other Building Improvements | - | - | - |
| Automobiles/Machinery/Equip. | 86,969 | 86,969 | - |
| Total Capital Outlay | 86,969 | 86,969 | - |
| <u>OTHER USES</u> | | | |
| Aids to Government Agencies | - | - | - |
| Aids to Private Organizations | - | - | - |
| Intragovernmental Transfers | - | - | - |
| Total Other Uses | - | - | - |
| TOTAL SHERIFF'S BUDGET | 1,818,133 | 1,911,609 | 93,476 |
| COUNTY COSTS:* | | | |
| - Health Insurances | 211,647 | 211,647 | - |
| - Worker's Compensation | 46,383 | 43,639 | (2,744) |
| - County Allocation | - | - | - |
| Total County Expenses | 258,030 | 255,286 | (2,744) |
| *Estimates | | | |
| TOTAL BUDGET | 2,076,163 | 2,166,895 | 90,732 |

RESOLUTION 19-08-60

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FISCAL YEARS 2019-2024; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 14-09-65, thereby approving a contract (the "Contract") between the Village, the Monroe County Sheriff's Office (the "MCSO") and the Monroe County Board of County Commissioners (the "BOCC") for local police services for a five (5) year term commencing October 1, 2014; and

WHEREAS, the current Contract between the Village, the MCSO and the BOCC for local police services will expire on September 30, 2019; and

WHEREAS, the Village, the MCSO and the BOCC desire to enter into a new Contract for local police services for a five (5) year term commencing October 1, 2019 through September 30, 2024, attached as Exhibit "A" hereto; and

WHEREAS, the Village Council finds that approval of a new Contract for local police services is in the best interest of the Village.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Contract Approval. The Village Council hereby approves the a new Contract for Local Police Services between the MCSO, the BOCC and the Village, a copy of which is attached as Exhibit "A" hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Contract. The Mayor is authorized to execute on behalf of the Village, and to execute any required agreements and/or documents to implement the terms and conditions of the Contract, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Fourth Amendment.

Section 5. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Contract.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

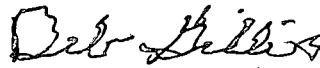
Motion to adopt by Councilman Ken Davis, seconded by Vice Mayor Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

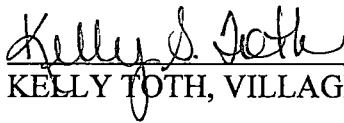
| | |
|---------------------------|--------|
| Mayor Deb Gillis | YES |
| Vice Mayor Mike Forster | YES |
| Councilwoman Ken Davis | YES |
| Councilwoman Cheryl Meads | ABSENT |
| Councilman Jim Mooney | YES |

PASSED AND ADOPTED ON THIS 8th DAY OF AUGUST, 2019.



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY